AMENDMENT TO AGREEMENT ANNUAL SUPPLY OF VEHICLE FILTERS - STARTRAN QUOTE NO. 3709 FINAL RENEWAL

This Amendment is hereby entered into on this <u>19</u> day of <u>November</u>, 2013, by and between <u>Thermo King Christensen Inc., 7508 "F" Street, Omaha, NE 68127 (hereinafter "Contractor") and <u>City of Lincoln</u> (hereinafter "City"), for the purpose of amending an Agreement dated <u>December 19, 2011</u>, under Resolution No. <u>A-86650</u>, (the "Contract"), for **Annual Supply of Vehicle Filters - StarTran, Quote No. 3709**, which is made a part hereof by this reference.</u>

WHEREAS, the original term of the Agreement is <u>December 19, 2011 through December 18, 2013</u>, with the option to extend for one (1) additional <u>two (2) year period</u> upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional two (2) year term beginning December 19, 2013 through December 18, 2015; and

WHEREAS, the estimated expenditures for the City for the term of this renewal shall not exceed **\$14,000.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-86650, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional two (2) year term beginning <u>December 19</u>, 2013 through December 18, 2015.
- 2) The estimated expenditures for the City for the term of this renewal shall not exceed **\$14,000.00** without prior approval by the City of Lincoln.
- All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this	day
of	2013
Chris Beutler, Mayor	

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Thermo King Christensen
By: (PLEASE PRINT)	Kevin Jareske
By: (PLEASE SIGN)	Kevin Jarrelo
Title:	Director of Sales
Company Address: (PLEASE PRINT)	7508"F" Street
Company Phone & Fax: (PLEASE PRINT)	402-331-6116 Fax 402-331-9485
E-Mail Address: (PLEASE PRINT)	kevin@tkcweb.com
Date:	November 19, 2013